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Attorney for Defendant,  
Novelty, Inc.

**UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

## STIPULATED PERMANENT INJUNCTION

Defendant.

WHEREAS, Plaintiffs and Defendant have entered into a settlement agreement to resolve this action, and as part of that agreement, without any admission of liability and solely for purposes of settlement they stipulate and consent to a permanent injunction as set forth herein;

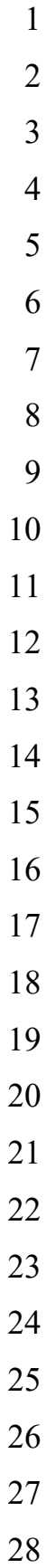
For the purposes of this permanent injunction, the following definitions shall apply:

a. The term “Asserted Trade Dress” means the trade dress embodied in U.S. Trademark Registration No. 6,145,526;

b. The term “Smokebuddy Air Filter” means the three-dimensional configuration of a distinctive smoke filter embodied in Trademark Registration No. 6,145,526, as well as valid and protectable common law trade dress rights in a smoke filter product embodying that three-dimensional configuration;

c. The term “Asserted Trademark Rights” means all rights individually and collectively asserted in paragraphs a-b above.

d. The term “Accused Products” means all personal smoke filter products sold by Defendant having the specific shape and design features as shown below:



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(a) Shall thereafter be permanently restrained and enjoined from infringing the Asserted Trademark Rights, by any means, by making, having made, publicly displaying, advertising, having advertised, marketing, having marketed, offering for sale, having offered for sale, or selling any Accused Products or any products using any mark, name, symbol, or logo confusingly similar to or otherwise likely to cause confusion, mistake, or deception with Plaintiffs' Asserted Trade Dress;

(b) Shall be permanently restrained and enjoined from making, having made, publicly displaying, advertising, having advertised, marketing, having marketed, offering for sale, having offered for sale, or selling any products having a shape or configuration confusingly similar to or otherwise likely to cause confusion, mistake, or deception with Plaintiffs' Smokebuddy Air Filter;

(c) Shall be permanently restrained and enjoined from representing that Defendant or any of its products are in any way sponsored by, affiliated with, associated with, or endorsed or licensed by Plaintiffs.

2. The territorial scope of this injunction is the United States of America.

3. This injunction shall expire if and when and to the extent the Asserted Trademark Rights become legally abandoned.

1           4.     This case is dismissed with prejudice, except that the Court shall retain  
2 jurisdiction for the purposes of implementing and enforcing this permanent  
3 injunction.  
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5           5.     Defendant irrevocably and fully waives any and all right to appeal the  
6 permanent injunction, to have it vacated or set aside, or otherwise to attack in any  
7 way, directly or collaterally, its validity or enforceability.  
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9           6.     Defendant acknowledges that it has read this stipulation and permanent  
10 injunction and has had it explained by counsel of its choosing, and fully understands  
11 it and agrees to be bound thereby and will not deny the truth or accuracy of any term  
12 or provision herein.  
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14 **IT IS SO STIPULATED.**  
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16 TROJAN LAW OFFICES  
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18 Dated: June 5, 2024

By: /s/R. Joseph Trojan  
R. Joseph Trojan (137,067)  
Dylan C. Dang (223,455)  
Mehdi Poursoltani (331,961)  
Attorneys for Plaintiffs  
Travel Assets Inc., d.b.a.  
Smokebuddy and Gregg Gorski

24 ROBERTS IP LAW  
25

26 Dated: June 5, 2024

By: /s/John L. Roberts  
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Novelty, Inc.